

INDEPENDENT CONTRACTOR AGREEMENT

Role: Direct Response Marketer (Soleil Infusion)

90-Day Trial Period

1. PARTIES

Company:

Soleil Pharmacy, LLC / Soleil Infusion ("Company")

801 Landmark Dr, Glen Burnie, MD 21061

443-281-9157

www.soleilpharmacy.com

Contractor:

Ryan Christmas ("Contractor")

Puerto Escondido, Oaxaca, Mexico

[Email Address]

[Phone Number]

Effective Date: 2/11/2026

2. TERM + TRIAL

Start Date: 2/16/2026

90-Day Trial Period: Day 1–90 (ends 5/16/2026)

At-Will Relationship: Either party may terminate at any time per Section 11.

3. SCOPE OF WORK (Soleil Infusion — Booking + Referral Engine)

Contractor will build and optimize direct response marketing systems focused on:

Primary Focus Areas:

Booking:

- Bilingual booking funnel(s) and appointment conversion
- Korean (KR) and Vietnamese (VN) community-focused funnels
- Mobile-first landing pages optimized for conversion
- Intake forms, calendars, and confirmation systems

Referral:

- Partner/referral pipeline development and tracking
- Referral kit page creation
- Partner follow-up automation
- Referral source attribution (UTM tracking)

GHL Execution:

- Workflows, forms, calendars
- Attribution and reporting dashboards
- SMS/email automation (confirmations, reminders, no-show rescue)
- Integration with booking and payment systems

Creative Operations:

- Briefs for social ads/posts (Korean + Vietnamese communities)
- Landing page copy (bilingual)
- SMS/email scripts
- CRO (Conversion Rate Optimization) tests

4. COMPANY STANDARDS + PROFESSIONAL CONDUCT

Contractor agrees to follow Company policies and standards and comply with all applicable laws.

Key Standards Include:

1. **Responsiveness:** Respond to Company communications within one business day
2. **Professionalism:** All communications conducted in professional manner

3. **Confidentiality:** Protect Company confidential information (lists, pricing, strategy, SOPs, metrics)
 4. **Problem-Solving:** Bring solutions when escalating problems
 5. **Accountability:** Take ownership of deliverables and meet deadlines
 6. **Collaboration:** Work effectively with Company staff and partners
-

5. 90-DAY OUTCOMES (DEFINITION OF "PASS")

By Day 14 (Foundation):

- ☐ GHL calendar(s) + intake + confirmation/reminder/no-show rescue live
- ☐ Referral partner pipeline live + tracking links (UTM) + referral kit page
- ☐ Initial dashboard setup for tracking key metrics

By Day 45 (Scale):

- ☐ 2 language/community funnels (VN + KR) OR 1 bilingual funnel (per Company direction)
- ☐ Weekly testing cadence (one test/week) + dashboard reporting
- ☐ Social media content strategy for Korean + Vietnamese communities

By Day 90 (Optimization):

- ☐ Documented playbook + SOPs + repeatable weekly rhythm
- ☐ Demonstrated improvement in booking/show rate and referral conversions (see KPIs)
- ☐ Scalable system ready for expansion

Failure to meet Day 60 milestones will trigger performance review and may result in immediate termination.

6. KPIs + WEEKLY REPORTING

Contractor will track and report weekly:

Primary Metrics:

- **Speed-to-Lead:** Time from lead submission to first contact (<5 minutes target)
- **Booking Rate:** % of leads that book appointments
- **Show Rate:** % of booked appointments that show up
- **No-Show %:** % of booked appointments that don't show (target <20%)

Referral Metrics:

- **Referral Partners Added/Week:** New partners onboarded
- **Referrals/Week:** Number of referrals received
- **Referral → Booked %:** % of referrals that book appointments
- **Booked → Show %:** % of referral bookings that show up
- **Revenue/Partner:** Average revenue generated per referral partner

Secondary Metrics (if ads running):

- **Cost per Booking:** Total ad spend ÷ bookings

Weekly Deliverables:

- **Written Update:** Wins, metrics, blockers, next actions
- **Links to Assets:** All work product created that week (landing pages, workflows, copy)
- **Next Test:** What will be tested in the coming week

Reporting Format: Email or Loom video (3-5 minutes) sent every Friday by 5pm ET

7. COMPENSATION

Rate: \$20.00 USD per hour

Invoice Cadence: Monthly (itemized hours by task + links to work product)

Payment Terms: Net 30 days from approved invoice

Not-to-Exceed: \$800/week (40 hours) unless pre-approved in writing by Company

Expenses: Reimbursable only if pre-approved in writing with receipts

Invoicing Requirements:

- Itemized breakdown of day by task/project
 - Links to deliverables (GHL workflows, landing pages, copy docs, etc.)
 - Submitted via email to [Accounting Email]
-

8. HIPAA / PHI RESTRICTIONS + TOOLS

HIPAA Compliance:

Contractor **will not** access, store, transmit, or process Protected Health Information (PHI) unless:

1. A separate Business Associate Agreement (BAA) is executed, AND
2. Company grants explicit written authorization

PHI Restrictions:

- **No PHI in non-HIPAA tools:** This includes AI tools (ChatGPT, Claude, etc.), personal email, Google Drive, Dropbox, or any non-approved system
- **Intake forms:** Collect only non-PHI information (name, contact info, language preference, best contact time, referral source)
- **Marketing communications:** No patient health information in marketing materials

Tool Security:

Contractor will:

- Use only Company-approved systems (e.g., GHL, Company email/phone)
- Enable 2FA/MFA where available
- Not export lists, data, or patient information to personal storage
- Delete all Company data from personal devices within 48 hours of termination

Teramind Monitoring (REQUIRED):

Contractor MUST install and maintain Teramind monitoring software on all devices used for Company work.

- **Purpose:** HIPAA compliance, security monitoring, and data loss prevention
- **Installation Deadline:** Within 48 hours of contract signing (before accessing any Company systems)
- **Requirements:**
 - Teramind must run continuously during all work hours
 - Contractor may not disable, uninstall, or circumvent Teramind
 - Teramind monitors screen activity, keystrokes, file transfers, and application usage
 - Company reserves the right to review Teramind logs for compliance and security purposes

- **Failure to Install:** Failure to install or maintain Teramind is grounds for immediate termination
 - **Privacy Notice:** Teramind only monitors activity on Company-issued accounts and during work hours; personal activity on personal accounts is not monitored
-

9. CONFIDENTIALITY, IP OWNERSHIP, AND NON-SOLICITATION

Confidentiality:

Contractor will protect Company confidential information, including but not limited to:

- Lists (referral partners, leads, patients)
- Pricing and financial data
- Strategy, SOPs, and internal processes
- Marketing copy, creative assets, and funnels
- Performance metrics and analytics

Confidentiality obligations survive termination for 2 years.

IP / Work Product:

All workflows, copy, templates, dashboards, pages, automations, and related materials created by Contractor are "**work-made-for-hire**" and belong exclusively to Company.

Contractor assigns all rights, title, and interest in work product to Company upon creation.

Non-Solicitation (12 Months):

For 12 months following termination, Contractor agrees **not to**:

1. **Solicit Company staff/contractors** for employment or engagement
 2. **Solicit Company customers/leads/partners** encountered through Company engagement for competing services
-

10. INDEPENDENT CONTRACTOR STATUS

Contractor is an **independent contractor**, not an employee. Contractor is responsible for:

- All federal, state, and local taxes (including Mexican taxes if applicable)
- Self-employment taxes
- Business insurance
- Equipment and software (except Company-provided tools)

No Benefits: Contractor is not entitled to health insurance, paid time off, retirement benefits, or other employee benefits.

11. TERMINATION

At-Will Termination:

Either party may terminate this Agreement with **7 days written notice** (email acceptable).

Immediate Termination for Cause:

Company may terminate immediately (no notice required) for:

- Confidentiality or HIPAA violation
- Fraud, dishonesty, or misrepresentation
- Repeated failure to deliver milestones
- Violation of professional conduct standards
- Use of PHI in non-HIPAA tools

Upon Termination:

Contractor must, within **48 hours**:

1. Return all Company property and access credentials
 2. Deliver all work product (completed and in-progress)
 3. Delete Company data from personal devices
 4. Cease use of Company confidential information
-

12. GOVERNING LAW

This Agreement is governed by the laws of the **State of Maryland** (or [State of Soleil entity]).

Venue for any disputes: **[County/State]**.

13. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, understandings, or representations.

Amendments must be in writing and signed by both parties.

14. SIGNATURES

COMPANY:

SOLEIL PHARMACY, Inc / SOLEIL INFUSION

Name/Title: _____

Date: _____

Signature: _____

CONTRACTOR:

RYAN CHRISTMAS

Name: Ryan Christmas

Date: _____

Signature: _____

EXHIBIT A: 90-DAY ROADMAP

Week 1-2 (Foundation):

- Onboarding: GHL access, brand guidelines, community research (Korean + Vietnamese)
- Deliverable: 2 bilingual landing pages (KR + VN) + 1 English master
- Deliverable: 2 booking calendars (New Infusion Consult + Return Infusion)
- Deliverable: Referral partner pipeline + referral kit page

Week 3-6 (Scale):

- Launch bilingual booking funnels with SMS/email automation
- Instant confirmation, 24h + 2h reminders, missed-visit rescue
- Google review request post-visit
- Partner outreach sequences + referral tracking (UTM links)
- Weekly testing begins (A/B test headlines, CTAs, form fields)

Week 7-12 (Optimization):

- Refine funnels based on performance data
- Social media content strategy for Korean + Vietnamese communities
 - **Pillar A (Proof):** "What to expect" videos, staff faces, facility tour, testimonials
 - **Pillar B (Process):** "How to book in 30 seconds," "what to bring," insurance/self-pay steps
 - **Pillar C (Offer):** "New patient infusion consult + same-week availability"
- Create Playbook + SOPs
- Deliver dashboard showing: leads → booked → showed → started treatment → repeat

Success Criteria:

- Speed-to-Lead: <5 minutes
 - Booking Rate: 40%+
 - Show Rate: 80%+
 - No-Show %: <20%
 - Referral Partners Added: 10+ in 90 days
 - Referrals/Week: 5+ by Day 90
 - Referral → Booked %: 50%+
-

EXHIBIT B: SOCIAL MEDIA CONTENT STRATEGY (KOREAN + VIETNAMESE COMMUNITIES)

Content Pillars:

Pillar A: Proof (Trust)

- "What to expect" videos (bilingual)
- Staff introductions (faces, credentials)
- Facility tour (clean, safe, comfortable)
- Patient testimonials (with consent, HIPAA-compliant)

Pillar B: Process (Remove Friction)

- "How to book in 30 seconds" (bilingual tutorial)
- "What to bring to your appointment" (checklist)
- Insurance vs. self-pay steps (clear, simple)
- Parking and directions

Pillar C: Offer (Direct Response)

- **Core Offer (30 days, don't rotate weekly):** "New patient infusion consult + same-week availability"
- Clear CTA: "Book Now" button linking to bilingual landing page
- Limited-time incentives (if applicable): "First consultation free" or "Same-week appointments available"

Minimum Assets to Create:

- 2 bilingual landing pages (KR/VN) + 1 English master
- 2 booking calendars + automated reminders
- 1 partner referral page + downloadable referral checklist
- 1 dashboard showing: leads → booked → showed → started treatment → repeat

Platform Strategy:

- **Facebook:** Community groups, local targeting (Korean + Vietnamese neighborhoods)
- **Instagram:** Visual storytelling (facility, staff, patient success stories)
- **Google My Business:** Reviews, photos, booking link
- **WeChat / KakaoTalk (if applicable):** Direct messaging for Korean community
- **Zalo (if applicable):** Direct messaging for Vietnamese community

*This agreement prepared for Ryan Christmas, Direct Response Marketer, Soleil Infusion.
Date: February 11, 2026*